

SERIAL 01114 -C

CUSTOM FUEL AND LUBE SERVICE VEHICLE

BID CANCELLED 05/08/2003, BY BUYER 44



NOTICE OF SOLICITATION

SERIAL 01114-C

INVITATION FOR BIDS FOR: CUSTOM FUEL AND LUBE SERVICE VEHICLE

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **DECEMBER 4, 2001** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 01114-C INVITATION FOR BIDS FOR CUSTOM FUEL & LUBE SERVICE VEHICLE."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER**

INQUIRIES:

**JIM HIGGINS
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3314**

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

**IF THIS DOCUMENT WAS DOWNLOADED FROM THE INTERNET, CONTACT THE PROCUREMENT CONSULTANT FOR
ANY REFERENCED DRAWINGS.**

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[Others as applicable]

NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

MARK OUTSIDE ENVELOPE "SERIAL 01114 -C"

Responses must be received **BY 2:00 P.M., DECEMBER 4, 2001**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **01114-C**

TITLE: **CUSTOM FUEL AND LUBE SERVICE VEHICLE**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____	Insufficient time
_____	Do not handle product/service
_____	Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

SPECIFICATIONS ON INVITATION FOR BID FOR: **CUSTOM FUEL AND LUBE SERVICE VEHICLE**

1.0 **INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is One (1) or more, Truck, Fuel And Lube Service Vehicle to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only. Delivery to be made during May of 2002.

2.0 **TECHNICAL SPECIFICATIONS:**

ITEM DESCRIPTION	VENDOR PROPOSAL
	(VENDOR TO STATE COMPLIANCE OR DIVIATION)

2.1 **DIMENSIONS/CAPACITIES :**

- 2.1.1 **GVW** - Approx. 36,000 lb.
- 2.1.2 **Wheelbase** - Approx. 154"
- 2.1.3 **Cab To Axle** - Approx. 84"
- 2.1.4 **Fuel Capacity** - 50 gal. min.

2.2 **AXLES/SUSPENSION:**

2.2.1 **Axles:**

- 2.2.1.1 Front - 12,000 lb.
- 2.2.1.2 Rear – 24,000 lb.

2.2.2 **Suspension:**

- 2.2.2.1 **Front** – 12,000 lb. multi-leaf springs.
- 2.2.2.2 **Rear** – 24,000 lb. multi-leaf springs.

- 2.2.3 **Wheel Seals** – Front, STEMCO, NATIONAL, C/R or approved equal, with sight glass.

- 2.2.4 **Speeds** – Single

- 2.2.5 **Differential Ratio** – Shall be geared for a maximum speed of 75 m.p.h.

- 2.2.6 **Shocks** – Front, Mfr.'s max.

2.3. **BRAKES:**

- 2.3.1 **Type** – Mfr.'s max, (including all component fasteners) full air, with dust covers on all wheels. ROCKWELL Q-Series S-Cam or equal.

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
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2.3. **BRAKES:** (continued)

- 2.3.2 **Lining** - Mfr.'s max., (non-asbestos) no exceptions.
- 2.3.3 **Drums**- Mfr.'s max., out-board mounted.
- 2.3.4 **Air Dryer** - Benedict AS-9 System Guard or approved equal.
- 2.3.5 **Slack Adjusters** - Automatic, BENDIX, model SA-5, or approved equal.
- 2.3.6 **Air Compressor** – Mfr.'s max.
- 2.3.7 **Emergency And Parking Brake** - Spring set.

2.4. **FRAME:**

- 2.4.1 **Yield Strength** – 80,000 psi.
- 2.4.2 **Section Modulus** - Approx. 12.5
- 2.4.3 **RBM** - Approx. 1,378,300 in.-lb.
- 2.4.4 **Assembly Fasteners** - Frame and all attachment shall have mfr.'s max.

2.5. **ELECTRICAL:**

- 2.5.1 **Volt** - 12
- 2.5.2 **Alternator** - Minimum, 95 amp.
- 2.5.3 **Batteries** - Approx. 1500 CCA total, maintenance free.
- 2.5.4 **Lighting** - Shall meet all State and Federal safety standards. Chassis tail lights shall be sealed beam type.

2.6. **ENGINE:**

- 2.6.1 **Type** - Diesel, four cycle, 6 cylinder turbo-charged.
- 2.6.2 **Horse Power** - Minimum, 245 @ 2200 rpm.
- 2.6.3 **Torque** - Minimum, 660 lb.-ft. @ 1600 rpm.

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
<p>2.6. <u>ENGINE:</u> (continued)</p> <p>2.6.4 <u>Control System</u> - Electronically with SAE compliant test ports.</p> <p>2.6.5 <u>Warning System</u> - Bell or buzzer for high coolant temperature, low oil pressure, low coolant level and high transmission oil temperature.</p> <p>2.6.6 <u>Air Cleaner</u> – DONALDSON, two (2) stage with evacuation and dash mounted air restriction indicator or approved equal.</p> <p>2.6.7 <u>Exhaust</u> - Single vertical with muffler shield.</p> <p>2.6.8 <u>Cooling</u> - Manufacturers maximum, with silicone type hoses and recovery system.</p> <p>2.6.9 <u>Engine Speed Control</u> - Hand throttle, VERNIER or equal, locking type, or equal electronic system.</p>	
<p>2.7. <u>STEERING:</u></p> <p>2.7.1. Power assist.</p>	
<p>2.8. <u>TRANSMISSION:</u></p> <p>2.8.1 <u>Type</u> - Automatic</p> <p>2.8.2 <u>Controlled</u> - Electronically</p> <p>2.8.3 <u>Make/Model</u> - ALLISON, MD 3060P close ratio six (6) speed.</p> <p>2.8.4 <u>Oil Cooler</u> - Mfr.'s maximum.</p> <p>2.8.5 <u>PTO;</u></p> <p>2.8.5.1 <u>Make</u> – CHELSEA, or approved equal.</p> <p>2.8.5.2 <u>Type</u> - Side mount, hot shift, with over speed protection.</p> <p>2.8.5.3 <u>Controls</u> - Cab mounted with warning light when PTO is engaged.</p> <p>2.8.5.4 Brake Interlock System - Designed to prevent the truck from being moved when the PTO is engaged.</p>	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
<p>2.9 <u>AIR / OIL LINES:</u></p> <p>To meet federal specifications AEROQUIP or equal.</p>	
<p>2.10. <u>TIRES/WHEELS:</u></p> <p>2.10.1 <u>Tires</u> - Six (6) 11R 22.5 G tubeless, steel belt radial, (Goodyear G286 only).</p> <p>2.10.2 <u>Wheels</u> – Six (6) like 22.5 x 7.50 ten hole steel, BUD or approved equal.</p> <p>2.10.3 <u>Spare</u> – One (1) like tire and wheel.</p>	
<p>2.11. <u>FUEL TANK:</u></p> <p>Steel or aluminum construction, approximately 50 gallon capacity.</p>	
<p>2.12. <u>CAB:</u></p> <p>2.12.1 <u>Type</u> - Conventional</p> <p>2.12.2 <u>Drivers Seat</u> – BOSTROM, Levelair or NATIONAL, Cush-N-Air or equal.</p> <p>2.12.3 <u>Passenger Seat</u> - Standard two man bench with durable cloth covering.</p> <p>2.12.4 <u>Seat Belts</u> - Shall have retractors and meet all Federal safety standards.</p> <p>2.12.5 <u>Windshield Wipers</u> - Dual, electric, interval operation.</p> <p>2.12.6 <u>Heater</u> - <u>Factory</u> installed fresh air type.</p> <p>2.12.7 <u>Refrigeration</u> - Factory installed maximum with <u>R134A</u> refrigerant. Unprotected lines, hoses, switches, or valves routed through wheel well <u>is not</u> acceptable.</p> <p>2.12.8 <u>Horn</u> – Air or electric.</p> <p>2.12.9 <u>Mirrors</u> - West coast type 7" x 16" with 8" spots installed on lower bracket.</p>	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
<p>2.12. <u>CAB:</u> (continued)</p> <p>2.12.10 <u>Sun Visors</u> - Dual.</p> <p>2.12.11 <u>Instruments</u> - Standard, plus tachometer and hour meter.</p> <p>2.12.12 <u>Radio</u> - AM/FM factory installed.</p> <p>2.12.13 <u>Glass</u> - Darkest legal tint per AZ. State Law, minimum five year warranty on material and installation.</p>	
<p>2.13. <u>FRONT BUMPER:</u></p> <p>Fame mounted with center tow-pin or tow hooks.</p>	
<p>2.14. <u>PAINT:</u></p> <p>Manufacturer's standard white.</p>	
<p>2.15. <u>KEYS:</u></p> <p>Each unit shall have five (5) sets of keys with rings, tags and be properly identified, with last five (5) digits of vehicle Identification Number.</p>	
<p>2.16. <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i></p> <p>2.16.1 <u>Dimensions/ Tank Capacities:</u></p> <p>2.16.1.1 <u>Body Length</u> - Approx. 14'</p> <p>2.16.1.2 <u>Body Width</u> - Approx. 8'</p> <p>2.16.1.3 <u>Overall Height</u> - Approx. 10'</p> <p>2.16.1.4 <u>Diesel Fuel</u> - 1250 gal.</p> <p>2.16.1.5 <u>Engine Oil</u> - 75 gal.</p> <p>2.16.1.6 <u>Engine Oils</u> - 75 gal.</p> <p>2.16.1.7 <u>Engine Coolant</u> - 50 gal.</p> <p>2.16.1.8 <u>Water</u> - 50 gal.</p>	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
2.16 <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i> (continued)	
2.16.2 <u>Body Material / Construction;</u>	
2.16.2.1 <u>Rub Rails</u> - Shall be constructed of 6" X 1.920" structural steel channel not less than 8.2 lb./ft.	
2.16.2.2 <u>Main Frame</u> - Constructed of 6" X 1.920" structural <u>steel</u> channel not less than 8.2 lb./ft.	
2.16.2.3 <u>Long Sills</u> - Constructed of 8" x 2" x 3/16" steel tubing with triangle gussets constructed of 4" x 8" x 1/4" steel plate, welded to the cross-members.	
2.16.2.4 <u>Cross Members</u> - Constructed of 6" X 1.920" structural steel channel not less than 8.2 lb./ft. on approx. 20" centers.	
2.16.2.5 <u>Deck</u> - Constructed of approx. 3/16" steel safety plate. Continuous, full penetrating welds at all floor joints.	
2.16.2.6 <u>Ingress / Egress Steps;</u>	
2.16.2.6.1 <u>Type</u> - Conventional incline design, integral part of the body, constructed of grip strut or equal for secure footing.	
2.16.2.6.2 <u>Number Of Steps</u> - Three (3)	
2.16.2.6.3 <u>Riser Height</u> - Approx. 8"	
2.16.2.6.4 <u>Width</u> - Approx. 14"	
2.16.2.6.5 <u>Run Depth</u> - Approx. 24" for three steps.	
2.16.2.6.6 <u>Location</u> - Left side just forward of the front edge of the hose reel cabinet. See drawings.	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
2.16 <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i> (continued)	
2.16.3 <u>Body Installation</u> - Shall be mounted on the truck frame using 4" x 3/4" reinforced rubber insulator pads full length of the body sub frame. Rubber pad shall be vulcanized to a steel strap or secured such that it does not get out of alignment with the frame rails. A minimum of two anchor point per side, with two (2), 5/8" grade 8 bolt per anchor point. Springs shall be installed at each anchor point to provide necessary flexibility, 3/4" grade 8 bolt to be used.	
2.16.4 <u>Rear Bumper</u> – Heavy duty design, full width of the body.	
2.16.5 <u>Tanks:</u>	
2.16.5.1 <u>Diesel Fuel Tank:</u>	
2.16.5.1.1 <u>Design</u> - Modified ellipse or equal for low profile.	
2.16.5.1.2 <u>Capacity</u> - 1250 gal.	
2.16.5.1.3 <u>Dimensions</u> – Approx. 60" length, 63" height, 96" width.	
2.16.5.1.4 <u>Construction Material</u> - Sheet steel, 3/16" thickness.	
2.16.5.1.5 <u>Baffling</u> - Shall have <u>minimum</u> of two (2), vertical positioned baffles, equally spaced, constructed of 3/16" steel. Crawl holes shall be installed.	
2.16.5.1.6 <u>Support Frame</u> - Structural steel channel, 8" x 2" x 3/16".	
2.16.5.1.7 <u>Regulation Criteria</u> - Shall <u>meet</u> all Federal and AZ State DOT regulations, no exceptions.	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.16 <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i> (continued)	
2.16.5 <u>Tanks:</u> (continued)	
2.16.5.1 <u>Diesel Fuel Tank:</u> (continued)	
2.16.5.1.8 <u>Location / Mounting</u> – Positioned directly rear of the truck cab. Tank shall be mounted on the truck frame using 4" x 3/4" reinforced rubber insulator pads full length of the body sub frame. Rubber pad shall be vulcanized to a steel strap or secured such that it does not get out of alignment with the frame rails. A minimum of two anchor point per side, with two (2), 1/2" grade 8 bolt per anchor point. Springs shall be installed at each anchor point to provide necessary flexibility.	
2.16.5.2 <u>Oil Tank:</u>	
2.16.5.2.1 <u>Design</u> – Single tank with two (2) 75 gal. compartments Rectangular or approved equal with 2" radius corners.	
2.16.5.2.2 <u>Overall Dimensions</u> – Approx. 42" height, 30" width, 28" length.	
2.16.5.2.3 <u>Material And Construction</u> - Shall be constructed of 3/16" sheet metal, with continuous full penetrating welds at all joint. Tank shall be anchored to the body with grade bolts (grade #8) making it possible for the tanks to be removed with ease.	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
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2.16 **LUBE BODY AND COMPONENTS:** *(Shall be as specified or pre-approved equal.)*
(continued)

2.16.5 **Tanks:** (continued)

2.16.5.2 **Oil Tank:** (continued)

2.16.5.2.4 **Oil Level Indicators** - Sight glass design with reflector screen, one (1) for each compartment, must be installed on the outward facing side in clear view of the operator. Indicator shall not interfere with routine cleaning and maintenance.

2.16.5.3 **Water / Anti-Freeze Tank:**

2.16.5.3.1 **Design** – Single tank with two (2) 50 gal. compartments, rectangular or approved equal with 2" radius corners.

2.16.5.3.2 **Overall Dimensions** - Approx. 42" height, 20" width, 30" length.

2.16.5.3.3 **Material And Construction** - Shall be constructed of 303 stainless steel minimum 10 gauge, with continuous full penetrating stainless steel welds at all joint. Tanks shall be anchored to the body with grade bolts (grade #8) making it possible for the tanks to be removed with ease.

2.16.5.3.4 **Location / Mounting** – Left side, just rear of the diesel fuel tank.

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
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2.16 **LUBE BODY AND COMPONENTS:** *(Shall be as specified or pre-approved equal.)*
(continued)

2.16.5 **Tanks:** (continued)

2.16.5.3.5 Water / Anti-Freeze Tank:
(continued)

2.16.5.3.6 Water Level Indicators –Sight glass, one (1) on each compartment, design with reflector screen, must be installed on the outward facing side in clear view of the operator. Indicator shall not interfere with routine cleaning and maintenance.

2.16.6 **Hose Reel Cabinet:**

2.16.6.1 Type - Fully enclosed.

2.16.6.2 Dimensions - Approx. 42" high, 39.5" deep, 95" wide.

2.16.6.3 Material / Construction - Shall be constructed of 10 gauge formed sheet metal, full penetrating welds at all joints.

2.16.6.4 Location - Rear body area.

2.16.6.5 Access Door;

2.16.6.5.1 Make / Model / Type – ROM, Roll-Up, spring assist design, aluminum construction, front roll standard track.

2.16.6.5.2 Location – Rear cabinet area.

2.16.6.5.3 Door Opening Dimensions - Approx. 30" high, 84" wide.

2.16.6.5.4 Door Latch - Heavy duty, lift bar latch with key lock.

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.16 <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i> (continued)	
2.16.7 <u>Oil Dispensing System:</u>	
2.16.7.1 <u>Pump:</u>	
2.16.7.1.1 <u>Make / Model / Type</u> – MANNESMAN REXROTH, Model 1PF2G25X14RQ12MRS, heavy duty combo type with sequence valves, flow control, and manifold system.	
2.16.7.1.2 <u>Capacity</u> – Approx. 5 GPM.	
2.16.7.1.3 <u>Location</u> – Curb-side storage compartment.	
2.16.7.2 <u>Hose Reel;</u>	
2.16.7.2.1 <u>Make / Model / Type</u> - <u>LINCOLN #82206, Heavy</u> duty steel construction.	
2.16.7.2.2 <u>Locations</u> – Rear hose reel cabinet.	
2.16.7.3 <u>Meter Control Nozzles</u> - LINCOLN #877	
2.16.7.4 <u>Oil Hose;</u>	
2.16.7.4.1 <u>Type</u> – WEATHERHEAD, single braid, 2000 PSI, shall meet SAE 100RIAT 2G-13C OSCG rating.	
2.16.7.4.2 <u>Length</u> - 50'	
2.16.7.4.3 <u>Size</u> - 1/2" ID	
2.16.8 <u>Diesel Fuel Dispensing System;</u>	
2.16.8.1 <u>Hydraulic Driven Motor;</u>	
2.16.8.1.1 <u>Make / Model / Type</u> - REXROTH # MC15-10, gear type, 3 hp.	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.16 <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i> (continued)	
2.16.8 <u>Diesel Fuel Dispensing System:</u> (continued)	
2.16.8.1 <u>Hydraulic Driven Motor:</u> (continued)	
2.16.8.1.2	<u>Operating Pressure</u> – 2500 PSI.
2.16.8.1.3	<u>Location</u> – Under the body, positioned such that it is easy to access.
2.16.8.2 <u>Pump:</u>	
2.16.8.2.1	<u>Make / Model / Type</u> - BLACKMER # TXD2A, heavy duty design, directly coupled to the drive motor.
2.16.8.2.2	<u>Capacity</u> – 60 GPM
2.16.8.2.3	<u>Location</u> - Under the body, positioned such that it is easy to access.
2.16.8.3 <u>Hose Reel:</u>	
2.16.8.3.1	<u>Make / Model / Type</u> - HANNAY, # H818-25-26BV 1" reel, heavy duty all steel construction.
2.16.8.3.2	<u>Location</u> – Rear hose reel cabinet, lower left side.
2.16.8.4 <u>Hose/Nozzle:</u>	
2.16.8.4.1	<u>Hose Type</u> – THERMLOID, 150 PSI Capability, heavy duty brass end fittings.
2.16.8.4.2	<u>Hose Length</u> - 50' each.
2.16.8.4.3	<u>Hose Size</u> - 1" ID.
2.16.8.4.4	<u>Dispensing Nozzle</u> – HUSKEY, model 1HS.

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL
(VENDOR TO STATE COMPLIANCE OR DIVIATION)	
2.16 <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i> (continued)	
2.16.8 <u>Diesel Fuel Dispensing System:</u> (continued)	
2.16.8.4 <u>Hose/Nozzle:</u> (continued)	
2.16.8.4.5 <u>Totaling Meter</u> - STELTH, FFP, 1 ½" with air eliminator.	
2.16.9 <u>Water / Antifreeze Dispensing System:</u>	
2.16.9.1 <u>Pumps;</u>	
2.16.9.1.1 <u>Make / Model / Type</u> - LINCOLN # 284846, diaphragm design.	
2.16.9.1.2 <u>Capacity</u> – 14 GPM	
2.16.9.1.3 <u>Operating Pressure</u> – Approx. 100 PSI	
2.16.9.1.4 <u>Location</u> – Under the body, positioned such that it is easy to access.	
2.16.9.2 <u>Hose Reels;</u>	
2.16.9.2.1 <u>Make / Model / Type</u> – LINCOLN, Model # 82206, heavy duty steel construction.	
2.16.9.2.2 <u>Location</u> – Rear hose reel cabinet.	
2.16.9.3 <u>Hoses / Nozzles;</u>	
2.16.9.3.1 <u>Hose</u> <u>Type</u> – WEATHERHEAD, single braid, 2000 PSI capability, shall meet SAE 100RIAT 2G- 13C OSG rating.	
2.16.9.3.2 <u>Hose Length</u> – 50'	
2.16.9.3.3 <u>Hose Size</u> – ½"	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
2.16 <u>LUBE BODY AND COMPONENTS:</u> <i>(Shall be as specified or pre-approved equal.)</i> (continued)	
2.16.9 <u>Water / Antifreeze Dispensing System:</u> (continued)	
2.16.9.3 <u>Hoses / Nozzles:</u> (continued)	
2.16.9.3.4 <u>Dispensing Nozzle</u> – LINCOLN, Model # 846 Bib Cock.	
2.16.9.4 <u>Regulators</u> – LINCOLN, # 600003, with LINCOLN #66100 gauge.	
2.16.10 <u>Compressed Air System:</u>	
2.16.10.1 <u>Make / Model / Type</u> - ATLAS COPCO model # LE 55, hydraulic driven. Air compressor shall be installed in the front curb-side storage compartment.	
2.16.10.2 <u>CFM</u> - 29	
2.16.10.3 <u>Tank Size</u> - 30 gal.	
2.16.10.4 <u>Drive Motor</u> - REXROTH, MC30-S13, heavy duty gear design, 7.5 hp.	
2.16.10.5 <u>Hose Reel</u> - LINCOLN # 82206, extra heavy duty all steel construction. Located in the hose reel cabinet.	
2.16.10.6 <u>Air Hose</u> - BOSTON BOSFLEX, ,with stainless steel or brass quick disconnect couplers, 3/8" ID, 50' length.	
2.16.11 <u>Hydraulic / Plumbing Systems:</u>	
2.16.11.1 <u>Main System</u> - Main pump is a MANNESMAN REXROTH, model #A10V0, variable displacement, pressure compensated design, incorporating a Drum Hydrapak with a 3.9 gal. hydraulic tank, cooling fan hydraulically driven, 10 micron	

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

(VENDOR TO STATE COMPLIANCE)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.16 **LUBE BODY AND COMPONENTS:** *(Shall be as specified or pre-approved equal.)*
(continued)

2.16.11 **Hydraulic / Plumbing Systems:** (continued)

2.16.11.1 **Main System** (continued)

filtration system, 40 GPM flow rate, system shall be able to handle up to 50 HP. Shall be mounted directly to the transmission driven PTO.

2.16.11.2 **Hydraulic Plumbing - WEATHERHEAD,** heavy duty high pressure double braid hose with JIC swivel fittings. PSI rated at 2250 on the pressure side, 1250 PSI on the return. Hose Size, 3/4" ID. All hoses shall be supported with non abrasive brackets, bulkhead type fittings shall be used at all points where hoses would pass through a metal opening.

2.16.12 **Storage Compartments:**

2.16.12.1 **Underbody Compartments:**

2.16.12.1.1 **Front Locations** – One (1) installed on each side, positioned under the body just rear of the truck cab.

2.16.12.1.2 **Rear Locations** – One (1) on each side just forward of the rear bumper.

2.16.12.1.3 **Dimensions:**

2.16.12.1.3.1 **Front**
Compartments
shall be approx.
54" long, 30"
high, 27" deep.

2.16.12.1.3.2 **Left** **Rear**
Compartment –
Approx. 39"
long, 30" high,
27" deep.

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

ITEM DESCRIPTION	VENDOR PROPOSAL
	(VENDOR TO STATE COMPLIANCE OR DIVIATION)

2.16 **LUBE BODY AND COMPONENTS: (Shall be as specified or pre-approved equal.)**
(continued)

2.16.12 **Storage Compartments:** (continued)

2.16.12.1 **Underbody Compartments:**
(continued)

2.16.12.1.3 **Dimensions:** (continued)

2.16.12.1.3.3 **Right Rear**
Compartment –
Approx. 50”
long, 30” high,
27” deep.

2.16.12.1.4 **Material / Construction** – 10
gauge formed sheet metal,
with full penetrating weld at
all joints. Weather seal shall
be heavy duty trim scale bulb
or approve equal. Door
openings shall be recessed so
that the door and the outside
of the body are flush. Doors
shall be designed in such a
way that unnecessary flexing
is eliminated.

2.16.12.1.5 **Doors:**

2.16.12.1.5.1 **Type** – Rear opening
design, Double doors
with center post on
the front boxes,
single doors on the
rear.

2.16.12.1.5.2 **Hinges** – Heavy duty
pin or equal design,
minimum of two (2)
per door.

2.16.12.1.5.3 **Latch** - Heavy duty,
stainless steel "T" or
"D" handle, twist
type three point
latch, key lock
design.

2.0 **TECHNICAL SPECIFICATIONS: (continued)**

(VENDOR TO STATE COMPLIANCE)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.16 **LUBE BODY AND COMPONENTS:** *(Shall be as specified or pre-approved equal.)*
(continued)

2.16.13 **Working Lights:**

2.16.13.1 Type – Heavy duty, 12V, flood design, fully adjustable.

2.16.13.2 Quantity – Six (6)

2.16.13.3 Location – Shall be positioned to provide maximum lighting on the curb side and rear areas.

2.16.13.4 Control Switch – Shall be installed in the truck cab in a convenient easy access location.

2.16.14 **Safety Equipment:**

2.16.14.1 Non-Skid Surfaces - All steps and standing areas.

2.16.14.2 Beacon Light – WHELEN, # S360CAP , amber multi-flash strobe, installed per manufacturer's instructions on top of bulkhead, centered side to side, control switch shall be mounted on the dash, clearly labeled.

2.16.14.3 Emergency Kit - Shall Contain all items required to meet State DOT and Federal FMVSS regulations for roadside emergencies.

2.16.14.4 Lighting - Shall meet all Arizona State and Federal standards.

2.16.15 **General:**

Body Assembly shall be designed and built without sharp edges or corners. All welding slag, splatter, and metal scale shall be removed, completely primed and painted with two (2) coats of high quality industrial enamel. All wiring shall be run in metal conduit having rubber grommets where wiring passes through a metal opening. All unit components shall be completely installed and fully operational when delivered. Shall meet all State and Federal regulation.

2.17 VENDOR'S PROPOSAL COLUMN:

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

2.18 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid to any delivery location within Maricopa County as specified by the County during May of 2002. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.19 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.20 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.21 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.22 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ten (10) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.23 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.24 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.25 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.26 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.26.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.26.2 Documentation that names the replacement product or model.
- 2.26.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.26.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.26.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.27 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

2.28 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain a local factory authorized service station. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.29 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.30 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce Materials to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive. Contractor shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of equal or greater quality and functionality. Where Materials are offered that are not identical to the requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, bidders shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid.

2.31 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.32 ADDITIONAL PRICING:

Contractor is strongly encouraged to offer additional pricing for related items, products and components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. One (1) set of catalogs/pricing documents shall accompany any additional pricing offered.

2.33 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.33.1 One (1) original of all submissions is MANDATORY
- 2.33.2 Vendor proposal column/section, MANDATORY
- 2.33.3 Pricing pages, MANDATORY
- 2.33.4 Copies of Catalogs/Pricing Documents (if required)
- 2.33.5 Literature, Technical and Descriptive, MANDATORY
- 2.33.6 Vendor Information, MANDATORY
- 2.33.7 Agreement page, MANDATORY

2.34 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.35 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Vendor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of

the County's right to insist on strict fulfillment of Vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Vendor's work or service.

3.3.2.1 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Vendor's operations and products and completed operations.

If the Vendor subcontracts any part of the work, services or operations awarded to the Vendor, Vendor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Vendor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Vendor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Vendor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Vendor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Vendor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Vendor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Vendor.

3.3.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Vendor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

JIM HIGGINS, LEAD PROCUREMENT CONSULTANT, 602-506-3314
(jhiggins@maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this Invitation For Bids and the selected firm's response are to be incorporated into the Contract.

5.2 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. The Arizona State Procurement Code does not govern this procurement. Any protest concerning this Invitation for Bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

5.3 ADDENDA TO SOLICITATION:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation For Bids.

5.4 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

5.5 AMPLIFYING DATA:

If any Contractor wishes to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that amplifying materials are a part of the bid and said material should be attached to the bid form(s).

5.6 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of this Contract, and shall comply with the same.

5.7 INCURRING COSTS:

Maricopa County is not responsible for any cost incurred in preparing this bid.

5.8 PUBLIC RECORD:

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405

5.9 M/WSBE PARTICIPATION:

Contractors submitting a bid are encouraged to solicit M/WSBE participation on the Contract. A list of certified M/WSBE enterprises may be obtained by contacting the Maricopa County Materials Management Department Procurement Consultant for this solicitation, or by accessing the Maricopa County Department of Transportation Web Site at:

<http://www.mcdot.maricopa.gov/AdmProc/dmw.htm>

Please indicate in your bid response M/WSBE areas of involvement for monitoring purposes.

5.10 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

5.10.1 Compliance with specifications

5.10.2 Price

5.10.3 Determination of responsibility

5.11 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the materials bid shall be the sole responsibility of the County and will be based on information furnished by the Contractor or identified in his bid, as well as, other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the materials conforming to the bid specification, to waive any informalities in the bid, or to reject all bids.

5.12 AWARD:

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

5.13 VALIDITY PERIOD:

All bid prices shall be held firm for a minimum period of sixty (60) days after bid opening.

5.14 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of this Contract.

5.15 FINANCIAL STATUS:

All Contractors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid, and/or declare a Contractor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Contractor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor must provide the County with that information as part of its bid. The County may consider that information during evaluation of the bid. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a bid, including, but not limited to, determination that the Contractor should be declared non-responsive and/or non-responsive, and suspension or debarment of the Contractor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid in response to the Invitation For Bids, the Contractor agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Contractor will meet its obligations to the County.

5.16 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, Contractors are required to pick one of the standard payment terms the County utilizes (see Attachment A). Failure to indicate a term will result in the County applying Net 30 days as Contractor's terms. Payment terms will be considered in determining the Contractor's price.

5.17 REGISTRATION:

Contractors are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause your bid to be declared non-responsive. Registration forms are available from the Department of Materials Management, 320 W. Lincoln St., Phoenix, AZ 85003, on the Maricopa County Web Site at www.maricopa.gov, or by calling (602) 506-3244.

5.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Contractors, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page (Attachment A) of this Contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.19 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

ALL PRICING SHALL BE SUBMITTED ON A 3.5" DISKETTE FORMATTED IN EXCEL '97. NO BIDS WILL BE ACCEPTED WITHOUT THE ACCOMPANYING DISKETTE IN YOUR BID SUBMITTAL. ANY BID NOT CONTAINING THE REQUIRED DISKETTE WILL BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

5.20 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

SERIAL 01114-C

ATTACHMENT A

PRICING

SEE EXCEL FILE 01114-P. XLS FOR PRICING

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Minority Business Enterprise (MBE)
☐ Small Business Enterprise (SBE)

FIRM SUBMITTING BID

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP STATUS: INDIVIDUAL/ SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____
CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____
CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ P.O. _____ ACCTS RECEIVABLE _____ SOLICITATIONS _____
CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME _____

TITLE _____

SIGNATURE _____

DATE _____

ATTACHMENT C (CONTINUED)



Acrobat Document

EXHIBIT 1

The Maricopa County Parity Partners is a partnership of business leaders of various associations and government agencies interested in increasing procurement opportunities for minority and women-owned business enterprises. The Parity Partners serve in an advisory capacity to the Maricopa County Minority and Women-Owned Business Enterprise Program, and is available to the community for further advice, assistance, and guidance in doing business with minority and women-owned businesses.

Frank Rivera Associated Minority Contractors of America 2912 W. Clarendon Phoenix, AZ 85017 Tele- 602-241-1097 Fax- 602-277-1306	Patricia Tellez Arizona Hispanic Chamber of Commerce 255 E. Osborn, Ste. 201 Phoenix, AZ 85012 Tele- 602-279-1800 Fax- 602-279-8900
Joe Castillo Grand Canyon Minority Supplier Development Council P. O. Box 1268 Phoenix, AZ 85001 Tele- 602-495-9950 Fax- 602-495-9943	Tina Culleeny American Indian Chamber of Commerce of AZ 2601 N. Third St., Ste 100 Phoenix, AZ 85003 Tele- 602-240-2422 Fax- 480-892-1975
Debbie Hinegardner City of Phoenix 251 W. Washington Phoenix, AZ 85003 Tele- 602-534-0120 Fax- 602-534-1785	Lisa Wormington Arizona Department of Transportation 1739 W. Jackson, #127P Phoenix, AZ 85007 Tele- 602-712-7761 Fax- 602-712-8429